

Loess Hills AEA(AEA #13) Loess Hills EA 7/1/2006 6/30/2007

Board of Directors

Loess Hills Area Education Agency

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**Collective
Bargaining
Agreement**

Area Education Agency 13
Education Association

Loess Hills Area Education Agency

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Glenn Grove, *Chief Administrator*

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|-------------|--|
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Article I

Recognition

The employer hereby recognizes the Area Education Agency 13 Education Association as the exclusive negotiation agent for, and limited to, the appropriate bargaining unit as determined and ordered by the Iowa Public Employment Relations Board in certification instrument (Case No. 1111) issued by the PERB on the 24th day of February, 1978. The unit described in the above certification is as follows:

Included: All full-time and regular part-time professional employees of the Loess Hills Area Education Agency (AEA 13) including the following classifications:

- Consultants
- Teachers
- School Psychologists
- Instructors
- Clinicians
- Therapists
- School Social Workers
- Pathologists
- Coordinators
- Educational Audiologists

Excluded: All employees excluded by Section 4 of the Public Employment Relations Act, all nonprofessional employees and employees in the following classifications:

- Administrator
- Directors
- Associate Directors
- Supervisors

Article II

Definitions

A. The term "Association" as used in this Agreement shall mean the Area Education Agency 13 Education Association or its duly authorized representatives or designees.

B. The term "Board" as used in this Agreement shall mean the Board of Directors of the Loess Hills Area Education Agency (AEA 13) or its duly authorized representatives or designees.

C. The term "Employer" as used in this Agreement shall mean the Loess Hills Area Education Agency (AEA 13) or its duly authorized representatives or designees.

D. The term "Professional" as used in this Agreement shall mean all professional employees included in the bargaining unit described in Article I.

E. The term "Regular Part- Time Professional" as used in this Agreement shall mean all professional employees included in the bargaining unit described in Article I who are contracted to perform services a minimum of twenty (20) hours per week but less than forty (40) hours per week.

Article III

Management Rights

It is expressly understood and agreed that all functions, rights, powers or authority of the Employer which are not specifically limited by the express language of this Agreement are retained by the Employer; provided, however, that no such rights shall be exercised so as to violate any of the specific provisions of this Agreement.

Article IV

Association Rights

A. Bulletin Boards. The Association shall have the right to post notices of Association activities and matters on bulletin boards designated for the Association in the Administrative, Media, Special Education and Educational Service Buildings at the Halverson Center and at the Regional Offices.

B. Media Van. The Association may use the AEA 13 Media Van Delivery Service two (2) times per month from September through May to distribute Association material. The Employer shall not be responsible for the accuracy or promptness of the service nor does the Employer guarantee delivery.

C. Board Materials. The Employer shall provide the Association President, at the time of distribution to the Board, copies of Board meeting agendas and supporting documents that are distributed to the general public who attend Board meetings. The Employer shall not be responsible for the exactness or scope of these materials. The Employer shall provide the Association President, at the time of distribution to the Board, a copy of unofficial Board minutes.

D. Notification. The employer shall provide the Association President, on or before September 1 of each year, a list of all employees and position titles covered by this agreement. The names and position titles of employees covered by this agreement who are hired after September 1 will be provided to the Association President within fifteen (15) days of the effective date of employment.

Article V

Dues Deduction

A. Professionals who desire to have dues deducted from their salaries shall file a written authorization with the business office on a form provided by the Employer. This authorization will remain in effect from year to year unless revoked in writing with a thirty (30) day written notice to the business office and the Association.

B. Dues will be deducted in equal amounts from the Professional's regular salary from October 1 through May 31 of each year. The Association will be responsible for providing to the business office and to the Professional the total amount of dues to be deducted from the Professional's regular salary each year. The Association will give thirty (30) days written notice to the business Office for any new or changed amounts to be deducted.

C. The Employer shall transmit to the Association Treasurer within ten (10) working days after each deduction the dues deducted, together with a list of Professionals for whom the deduction was made and the amount deducted for each.

Article VI

Grievance Procedures

A. Definition. A "grievance" is an allegation by a Professional or by the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

B. Purpose. The purpose of this Article is to secure, at the lowest possible level, equitable solutions to grievances over alleged violations of this Agreement.

C. Time Limits. All time limits herein shall consist of workdays, Monday through Friday. The number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process. The failure of a grieving party to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and the Employer's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual written agreement.

D. Association Grievance. The Association shall, in any grievance brought by it, name the Professional(s) claimed to be adversely affected and state how the Professional(s) has (have) been adversely affected. The Association may not initiate a grievance over a set of facts if a Professional has initiated a grievance based on those facts. In the event that a grievance would involve more than one discipline within the AEA, the Association may initiate that grievance at Level Two except that the grievance shall be filed directly with the Director of Administrative & Management Services or his/her designee.

E. Representation. An aggrieved person may be represented at all steps of the grievance procedure by himself/herself, or, at the Professional's option, by a representative(s) selected or approved by the Association.

F. The Professional Employee Collective Bargaining Grievance Form included with this article is to be used for grievances alleged by a professional or by the Association.

G. Steps.

1. Level One. A Professional or the Association with an alleged grievance shall, within fifteen (15) working days from the time the grievant had knowledge or should have had knowledge of the occurrence of the alleged violation, discuss the grievance with the affected Professional's immediate supervisor in an attempt to resolve the matter informally.

2. Level Two. In the event the grievant is not satisfied with the disposition at Level One, and desires to proceed to Level Two, the grieving party shall, within ten (10) working days from the date of the informal conference in Level One, file a written grievance with the Director on the form provided, with a copy to the immediate supervisor. The Director or his designee shall, within ten (10) working days following the receipt of the written grievance, meet with the grievant to discuss the grievance. Within ten (10) working days following this meeting, the Director or his designee shall communicate in writing to the grievant the disposition of the grievance.

3. Level Three. In the event the grievant is not satisfied with the disposition at Level Two, and desires to proceed to Level Three, the grieving party shall file a copy of the written grievance with the Administrator within ten (10) working days of the grievant's receipt of the written decision in Level Two. Within ten (10) working days after such written grievance is filed with the Administrator, the grievant and the Administrator or his/her designee shall meet to discuss the grievance. Within ten (10) working days of the meeting, the Administrator or his designee shall indicate the disposition of the grievance in writing to the grievant.

4. Level Four. In the event the grievant is not satisfied with the disposition of the grievance at Level Three, there shall be available binding arbitration. If the Association (after approval from the Professional in the event of a Professional's grievance) decides to proceed to Level Four, the Association must submit a demand for arbitration to the Administrator within ten (10) working days from the receipt of the Level Three answer of the Administrator or his /her designee.

Within five (5) working days after the Association makes the demand for arbitration, the Association and the Employer shall request the American Arbitration Association to provide a list of five (5) arbitrators. Within five (5) working days after receiving the list of five (5) arbitrators, the parties shall meet to select a single arbitrator. In the event that the parties cannot agree upon a single arbitrator from the list of five (5) arbitrators, each of the two parties will alternately strike one (1) name at a time from the list until only one (1) name remains. The remaining name shall be the arbitrator. The parties shall determine by lot which party shall strike first. Each party retains the right to reject, within five (5) working days of receipt of the list, one panel in its entirety and request that a new panel be submitted.

The arbitrator's decision shall be made within thirty (30) working days after the close of the arbitrator's hearing or within thirty (30) working days after the submission of post hearing briefs, whichever is later. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasonings and conclusions on the issues submitted. The decision of the arbitrator shall be binding on the parties.

The arbitrator shall have no power to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. No decision of the arbitrator shall in any way be in derogation of the powers, duties and rights established in the Employer by constitutional provision, statute, or other legislative act except as specifically limited by the express language of this Agreement.

The cost of the services of the arbitrator will be borne equally by the Employer and by the Association. The cost of a written transcript shall be borne by the requesting party. Each party shall be responsible for compensating its own representatives, witnesses, and for paying the expenses incurred in preparation for the arbitration.

H. Written Decisions. All decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasoning therefore, and shall be transmitted promptly to the grieving party and to the Association.

I. Separate Grievance File. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

J. Meetings and Hearings. All meetings and hearings under this procedure shall be conducted in private and include only witnesses, the parties in interest, and their designated or selected representative(s).

K. Reprisals. No reprisals of any kind shall be taken by the Employer against any grieving party or his/her representative for exercising rights under the grievance procedure.

L. Release Time. The grieving party in a formal grievance shall be allowed one hour of release time for travel to meet with the Director and/or one hour of release time for travel to meet with the Administrator if the grieving party is domiciled outside of the Halverson Center, the Council Bluffs, and the Lewis Central areas. One Association representative in a formal grievance shall be released for one hour for travel to meet with the Director and /or one hour to meet with the Administrator if the representative is domiciled outside of the Halverson Center, Council Bluffs, and Lewis Central areas. Whenever possible such meetings shall, by mutual agreement, be scheduled at 8:30 a.m.

M. No Interference With Work Activities. Investigation or other handling or processing of any grievance, formal or informal, shall be conducted so as to result in no interference with the work activities of a grieving party or of any other Professional.

N. Grievances Processed After Expiration of Agreement. If a grievance is filed formally at Level Two prior to the expiration date of this Agreement, the grievance shall be processed under the terms of this Article even though this Agreement expires prior to the time the grievance is disposed of.

**Loess Hills AEA 13
Professional Employee
Collective Bargaining Grievance Form**

Name of Person(s) Filing Grievance

Position(s)

Date Filed

Name of Association Representative
(If Not Processed by Grievant)

Level II

I wish to initiate Level II of the Grievance procedure as established in the Collective Bargaining Agreement.

Date of Alleged Grievance: _____

Section(s) of the Contract in Question: _____

Statement of Grievance: _____

Relief Sought: _____

Date of Level I Informal Conference: _____

Signature of Grievant

Date Mailed / Delivered (*Circle One*) to Immediate
Supervisor and Director

(Initial)

(Initial)

Date Received by Immediate Supervisor

Date Received by Director

Date of Conference with Director

Action taken by Director: _____

Signature of Director

Date Mailed / Delivered (*Circle One*) to
Grievant/ Association Representative

(Initial)

Date Received by Grievant/Association Representative

(over)

Level III

I wish to initiate Level III of the grievance procedure as established in the Collective Bargaining Agreement:

Signature of Grievant

Date Mailed / Delivered (*Circle One*) to
Chief Administrator

(Initial)
Date Received by Chief Administrator

Date of Conference with Chief Administrator

Action taken by Chief Administrator: _____

Signature of Chief Administrator

Date Mailed / Delivered (*Circle One*) to Grievant/
Association Representative

(Initial)
Date Received by Grievant/ Association Representative

Level IV

I wish to initiate Level IV of the grievance procedure as established in the Collective Bargaining Agreement.

Signature of Grievant

Date

Signature of Association President

Date

Signature of Chief Administrator

Date Received by Chief Administrator

Date Submitted to Arbitrator by Association

6/18/97

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Article VII

Seniority

A. All Professionals performing services during the 2006-07 contract year shall maintain their earned credited years of seniority in effect and shall continue to accrue seniority as set out below as long as they are continuously employed by the Loess Hills Area Education Agency (AEA 13).

B. Regular full-time Professionals shall accrue seniority on the following basis: length of continuous employment with the Loess Hills Area Education Agency (AEA 13). Regular full-time Professionals shall be credited with one (1) full year of seniority if the Professional was contracted to perform services a minimum of one hundred forty-two (142) working days during the contract year. Regular full-time Professionals shall be credited with one-half (1/2) year of seniority if the Professional was contracted to perform services less than one hundred forty-two (142) working days during the contract year.

C. Regular part-time Professionals shall have their seniority computed on the following basis: (1) Regular part time Professionals who are contracted to perform services a minimum of twenty (20) hours per week but less than thirty (30) hours per week shall be awarded one-half (1/2) year of seniority for each continuous year of employment with Loess Hills Area Education Agency (AEA 13); (2) Regular part-time Professionals who are contracted to perform services a minimum of thirty (30) hours per week but less than forty (40) hours per week shall be awarded one (1) year of seniority for each continuous year of employment with the Loess Hills Area Education Agency (AEA 13).

D. Between Professionals credited with the same number of years of seniority, the Professional signing his/her individual contract first shall be deemed the more senior Employee.

Article VIII

Evaluation Procedures

A. Formal Evaluations

A Professional shall have his/her performance evaluated by a Loess Hills Area Education Agency supervisor, administrator, or director (Evaluator) specifically designated and/or licensed to evaluate Professionals.

A Professional will be oriented to the evaluation procedures within forty-five (45) working days of *initial employment*. Each new contract year, the Professional will be apprised of any changes in the procedure from the previous year within forty-five (45) working days from the start of the new contract. This applies to all evaluation tracks. The orientation will include a discussion of the procedure to be used, general methods of gathering information and forms to be used. The Professional will be notified as to whom will do the evaluation of his/her performance.

Evaluation Tracks:

Track 1 – Performance Evaluation: This track will apply to all Professionals who are new to the Agency or have probationary status. Teachers new to the profession must complete the required state standards activities. This is to be completed by April 1.

Track 2 – Professional Growth Plan: This track applies to all Professionals who have successfully completed their probationary period and who wish to work in a goal-setting environment. This is to be completed by May 15th of the fourth (4th) year of the evaluation cycle or at the end of the mutually-established goal period.

Track 3 – Professional Assistance: This track consists of the *Skills Assistance* program and the *Intensive Assistance* program. This is to be completed by April 1.

A Professional with less than three (3) years of service with the Agency shall be evaluated a minimum of once during the contract year.

A Professional with more than three (3) years of service with the Agency shall review the Professional Growth Plan yearly with a review of selected competencies that are mutually agreed upon by the Professional and his/her Evaluator every four (4) years.

B. General Provisions

1. The Evaluator shall provide the Professional with a written copy of the completed evaluation report.
2. The Professional shall sign a copy of the completed evaluation report indicating awareness of contents and acknowledgement of receipt of such reports.
3. One copy of the evaluation report shall be placed in the permanent file of the Professional.
4. In the event that the Evaluator feels that a Professional is experiencing difficulties with the requirements of his/her job, the Evaluator will conduct and document interventions with the Professional.
5. Prior to any document becoming a part of the Professional's permanent file, he/she will have ten (10) working days following the receipt of the report to include a written response for clarification or to add information or opinion.
6. Any evaluative material that is to become part of the Professional's permanent file will be discussed with the Professional before being placed in his/her permanent file. The Professional may avail himself/herself of the procedure in #5 above in relation to such material.

C. Permanent Files

The Professional may review his/her permanent file, with the exception of credentials considered confidential by state law, at a mutually agreed upon time determined by the Professional and the Business Office. He/she may request copies of any materials in said file, except confidential material.

D. Right to Grieve

The Professional shall have the right to grieve evaluation procedures, including ratings for any single factor evaluated, except that probationary employees may not grieve any evaluation during their probationary period as per Chapter 279.

E. Complaints

In the event a written Chapter 102 complaint is filed against any Professional, the affected employee shall receive a photocopy of the complaint within five (5) days of its receipt.

Article IX

Hours

A. Professionals are contracted for professional service that does not generally lend itself to a specifically defined day. Therefore, they shall accept the responsibility for the completion of their workday as demanded by their professional assignments, provided that their normal professional assignments can be accomplished in an eight hour day under typical conditions.

B. On workdays preceding holidays and recesses, all Agency offices will be closed at 2:30 p.m. At that time Professionals are dismissed if the individual responsibilities are met for that day.

C. A Professional's workday shall commence when the Professional (1) has arrived at his/her constant domicile or (2) has arrived at another work location, or (3) has traveled a distance from the Professional's home in a direct route to the other location which is equal to the distance from the Professional's home to the constant domicile, whichever shall occur first.

D. A Professional's workday shall end when the Professional (1) leaves the constant domicile, or (2) leaves another work location without going to that domicile, or (3) has traveled a distance from the last work location equal to the direct route distance to the constant domicile, whichever occurs last in the working day.

E. Commuting to and from work is not included in hours of work.

Article X

Work Years, Non-Paid Holidays and Recess Periods

A. Non-Paid Holidays. The following days will be non-paid holidays: Labor Day, Thanksgiving, the Friday after Thanksgiving, and Memorial Day.

B. Recess Periods. Professionals shall be granted unpaid recess periods during the following periods of time: December 25, 2006 through January 1, 2007; April 6, 2007; and April 9, 2007 or other periods as determined by individual calendars. Upon mutual agreement of the Employer and the Professional, workdays and recess days may be exchanged in order that services may be better provided to children.

Article XI

Temporary Leaves of Absence

A. Sick Leave. Regular full-time Professionals will be granted up to fifteen (15) working days of paid leave per year for personal illness or injury. Regular part-time Professionals will be granted paid sick leave on a pro rata basis according to the number of hours the Professional is contracted to work. If a regular part-time Professional's allotted sick leave is calculated to be a fractional part of a day, the allotted sick leave days shall be rounded to the nearest one half (1/2) working day.

Sick leave days must be taken in no less than one-half (1/2) working day segments. Unused sick leave days shall be cumulative to a maximum of one hundred and sixty (160) days. The above amounts shall apply to consecutive years of employment with Loess Hills Area Education Agency (AEA 13).

Professionals performing services prior to July 1, 1978, who had accumulated sick leave from prior employment with an Iowa County School System and/or immediate past employment with the Council Bluffs Community School District shall be credited with those days. However, no Professional shall accumulate additional days as long as she/ he has one hundred and sixty (160) or more days accumulated from prior employment.

The Employer may require such reasonable evidence as it may desire confirming the medical necessity for a sick leave of absence.

B. Parental Leave. Regular, full-time Professionals shall be entitled to use up to 10 days of accrued sick leave per year to care for the Professional's parent, child, spouse or other member of the Professional's immediate household who is ill and/or to care for a newborn or newly adopted child.

C. Bereavement Leave.

1. Regular full-time Professionals will be granted up to five (5) working days of leave with pay on each occasion of the death of the Professional's spouse, child, parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, ex-guardian or any other member of the Professional's immediate household. Regular part-time Professionals will be granted paid leaves of absence for death of the above-named relatives up to the amount of time they are contracted to work in a five (5) day period.

2. Regular full-time Professionals and regular part-time Professionals contracted to work a minimum of thirty (30) hours per week will be granted up to two (2) working days of leave with pay to attend the funeral of the Professional's niece, nephew, grandparent, grandchild, uncle, aunt or first cousin. Regular part-time Professionals contracted to work less than thirty (30) hours per week will be granted one (1) working day of leave with pay to attend the funeral of the above-named relatives. Additional paid leave may be granted at the discretion of the Employer.

D. Family Illness Leave. Regular full-time Professionals and regular part-time Professionals contracted to work a minimum of thirty (30) hours per week will be granted up to two (2) working days of leave with pay in each case where the Professional's parent, child, spouse, brother, sister or other member of the Professional's immediate household is hospitalized. Regular part-time Professionals contracted to work less than thirty (30) hours per week will be granted one (1) working day of leave with pay in each case where the Professional's parent, child, spouse, brother, sister or other member of the Professional's immediate household is hospitalized.

E. Military Leave. Military leave will be granted in accordance with the applicable law.

F. Jury Duty Leave. Professionals who are required to serve on a jury shall be paid the difference between their regular base rate of pay and the amount they receive for jury fees, plus any additional allowances.

G. Religious Leave. Professionals whose religious affiliation requires the observance of holidays other than those regularly scheduled will be granted a leave of absence with pay to observe such holidays if the Professional makes prior arrangements with his/her immediate supervisor to make up all time missed. The Professional must apply for leave in writing with the immediate supervisor at least ten (10) working days prior to the leave, unless the time period is shortened by mutual written agreement of the immediate supervisor and the Professional.

H. Association Leave. The Association shall be granted eight (8) working days of leave with pay to be used at the discretion of the Board of Directors of the Association for Association business and/or activities of ISEA or NEA. Association leave must be taken in no less than one-half (1/2) day segments.

I. Personal Leave. Regular full-time Professionals and regular part-time Professionals contracted to work a minimum of thirty (30) hours per week will be granted two (2) working days paid personal leave per year provided notice for such leave is made to the Employer at least five (5) working days in advance. Personal leave must be taken in no less than one-half (1/2) day segments.

J. Professional Leave.

1. Out-of-State Travel. One-half of the Professionals shall be granted four (4) days paid leave and up to a maximum of eight hundred fifty dollars (\$850) each year to cover travel expenses for attendance at out-of-state conventions, workshops, conferences, institutes, and other such gatherings, whether sponsored by governmental or private agencies or groups.

Professionals chosen in the drawing during 1983-84 shall constitute Group A. Those Professionals on staff but not chosen for travel during 1983-84 shall constitute Group B. Group B shall be granted the professional leave described above for 1984-85. Thereafter these two groups shall alternate as recipients of the Professional Leave described above for the years following.

New Professionals hired to fill vacancies or to fill new positions shall be picked randomly for membership in either Group A or Group B in a drawing conducted by one Association representative and by one Employer designee by September 15 of each year.

Those Professionals hired after September 15 shall be treated the same as paragraph 3 above. If the Professional is hired to fill a new position or for a vacant position over one year old, then that individual will be placed in that group for Out-of-State travel applicable to the following contract year.

Professionals shall be allowed to change permanently from one group to another only one time, by mutual agreement between the two Professionals and such agreement shall be noted in writing to the Personnel Office.

2. In-State Travel. Any Professional requested by the Employer to attend a convention, workshop, conference, institute or other such gathering within the state shall be granted a paid leave of absence to attend such activity and the Professional shall be reimbursed for any approved expenses incurred by the Professional for attendance at such activity. A Professional may request a leave of absence to attend a convention, workshop, conference, institute or other such gathering within the State of Iowa by filing a request with the Employer at least five (5) days in advance of the requested leave. The Employer, in its sole discretion, may approve a paid leave of absence to attend such activity and may approve the payment of expenses by the Employer.

3. Release Time for Course Work. A Professional may be granted release time to pursue professional development through university courses if the following conditions are met:

- (a) The amount of time does not exceed one hour per day per week;
- (b) The course matter is relevant to the individual's assignment;
- (c) Such arrangements would not detract from direct service to children; and
- (d) The Professional agrees to fulfill his/her contract by making up time through rescheduling activities or other arrangements.

Article XII

Extended Leaves of Absence

A. Public Office Leave. Professionals will be granted up to two (2) years leave of absence without pay for the purpose of campaigning for, or serving in, a public office. The Professional must give the Employer at least sixty (60) calendar days written notice prior to commencing leave, unless the time period is shortened by mutual written agreement of the Employer and the Professional.

While on public office leave, the Professional's seniority, accumulated sick leave and placement on the salary schedule shall be frozen. The Professional may elect to continue his/her insurance coverage in effect by prepaying to the Employer all premiums one (1) month in advance.

B. Educational Improvement Leave. The Board may grant Professionals up to three (3) years leave of absence without pay for the purpose of engaging in full-time study at an accredited college or university. The study must be related to the Professional's responsibilities. The Professional must give the Employer at least sixty (60) calendar days written notice prior to commencing leave, unless the time period is shortened by mutual agreement of the Employer and the Professional.

While on educational improvement leave, the Professional's seniority, accumulated sick leave and placement on the salary schedule shall be frozen. The Professional may elect to continue his/her insurance coverage in effect by prepaying to the Employer all premiums one (1) month in advance.

C. Association Officer Leave. The Employer shall grant a Professional up to two (2) years leave of absence without pay for the purpose of serving as an Association officer. The Professional must give the Employer at least sixty (60) calendar days written notice prior to commencing leave, unless the time period is shortened by mutual written agreement of the Employer and the Professional.

While on Association officer leave, the Professional's seniority, accumulated sick leave and placement on the salary schedule shall be frozen. The Professional may elect to continue his/her insurance coverage in effect by prepaying to the Employer all premiums one (1) month in advance.

D. Discretionary Leave. The Board may at its discretion, grant an unpaid leave of absence to any Professional for any other sufficient reason upon prior written request. While on such leave, the Professional's seniority, accumulated sick leave and placement on the salary schedule shall be frozen. The Professional may elect to continue his/her insurance coverage in effect by prepaying to the Employer all premiums one (1) month in advance.

E. The Professional shall notify the Employer by April 15 of the last year of the leave whether the Professional will return for the following school year. If notification is not received by April 15, the Professional will be presumed to have resigned and his/her contract will be automatically terminated.

Article XIII

Health and Safety

A. Physical Fitness - New Professionals. All new Professionals are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease, including tuberculosis, prior to receiving their first paycheck. Such evidence shall be limited to a statement from a licensed physician of the Professional's choice. The Professional shall pay the cost of such examination.

B. Subsequent Examinations. The Employer may require a subsequent examination when such examination is relevant to a Professional's performance or status. The examining physician shall be selected by the Employer, and the Employer shall pay the cost of such examination. If the Professional must be absent during work time for such examination, the Professional shall be granted paid release time.

C. First Aid. The Employer shall post in each building under its jurisdiction the source of available first aid in the event of an emergency.

D. The employer shall endeavor to provide a safe working environment. The employer will not knowingly assign employees to tasks that endanger their health or safety.

E. Employees may, when acting pursuant to state law, use reasonable and necessary force for the purpose of self defense or for the protection of others.

Article XIV

Procedures for Staff Reduction

A. The Employer shall have the sole right to determine when it is necessary to have a reduction in staff and shall have the sole right to determine which classifications shall be reduced. These procedures shall apply to reductions in staff effective at the end of a contract year and to reductions effective in mid-year due to a loss of funding.

B. Procedures.

1. In the event the Employer determines a reduction in staff is necessary, the Employer shall reduce Professional(s) within the classification where reduction is being made who have less than two (2) years seniority as determined under Article VII of this Agreement. In the event more than one (1) Professional within the classification where reduction is being made has less than two (2) years seniority, the Employer shall have sole discretion in determining who shall be reduced.

2. In the event there is no Professional(s) within the classification where reduction is being made who have less than two (2) years seniority, or in the event adequate reduction cannot be made by reducing only those Professionals with less than two (2) years seniority, the Employer shall reduce those Professional(s) with the least seniority as determined under Article VII of this Agreement within the classification where reduction is being made.

3. No matter concerning staff reduction of a Professional with less than two years seniority as determined under Article VII of this Agreement shall be subject to the grievance procedure.

C. Classifications. Reductions under this Article shall be made within the following classifications:

- Consultant, Assessment
- Consultant, Early Childhood
- Consultant, English Language Learner
- Consultant, Instructional Technology
- Consultant, Language Arts
- Consultant, Life Skills
- Consultant, Math
- Consultant, Reading
- Consultant, School Improvement/Professional Development
- Consultant, Science
- Consultant, Talented & Gifted
- Consultant, Early Childhood Special Education
- Consultant, Special Education
- Early Childhood Specialist (Teacher Early Childhood Education)
- Educational Audiologist
- Mentor Coordinator
- Occupational Therapist
- Pathologist, Speech-Language
- Physical Therapist
- School Psychologist
- School Social Worker
- Teacher, Behavior Disorders
- Teacher of the Deaf and Hard of Hearing
- Telecommunications Coordinator

D. Recall Provisions.

1. Professional(s) who are reduced under this Article shall be eligible for recall to available positions within the classification he/she previously held for two (2) years from the date of reduction.

2. The Professional shall keep the secretary of the Board of Directors informed of the Professional's current address and telephone number.

3. Notice of recall to available positions shall be sent by certified mail, return receipt requested. A Professional who is recalled shall report to the Administrator or his/her designee for assignment within ten (10) calendar days after the recall notice is received. Failure to report within such time shall result in loss of recall rights.

4. A Professional shall not accrue seniority or be entitled to any benefits during the period when he/she is not performing services. A Professional who is recalled under this Article shall be credited with the years of experience he/she had immediately prior to reduction and shall be allowed any accumulated benefits in effect at the time the Professional was reduced.

5. A Professional who is recalled under this Article shall be placed on the salary schedule at the same step in effect for the Professional at the time of reduction.

6. A Professional eligible for recall under this Article shall have the right to grieve under Article VI of this Agreement in the event the Professional believes his/her recall rights have been abridged.

Article XV

Transfer Procedures

A. Definitions. A transfer refers to any action by the Employer that results in a movement of a Certified employee from one regional office to another. Regional offices shall include: Atlantic, Council Bluffs, Glenwood, Halverson Center, Harlan, Manawa, Missouri Valley, and Shenandoah. A vacancy refers to any regular full or part-time bargaining unit position that the Agency decides to fill.

B. Notice: The employer shall post a notice of each vacancy in all regional offices and by first class mail notify all employees in the appropriate discipline as well as any employee who has, within the last two years, provided the Agency written notification of his or her interest in a discipline or disciplines. When a vacancy occurs due to the creation of a new full or part-time position covered by this agreement, the Employer shall post a notice of such vacancy in all regional offices and shall mail notification of such vacancy to all Certified employees. When a vacancy occurs due to the creation or availability of a supervisory or administrative position, the Employer shall post a notice of such vacancy in all regional offices and shall mail notification of such vacancies to all Certified employees.

C. Application: Any Certified employee who holds the appropriate certification for the vacant position may apply for a transfer in writing or by telephone. An application must be made each time a vacancy is published. Applications shall not carry over from one opportunity to transfer to another. All Certified employees, who apply for a transfer that will result in a change of job classification, must be interviewed for the position along with other applicants prior to their appointment.

D. Appointment: If more than one Certified employee applies for the same transfer as provided in Section C above, the Certified employee with the greatest seniority with the Agency shall be awarded the position, except where qualifications are not relatively equal, in which case a junior employee may be given preference. Qualifications refer to skills, experience and education. Any Certified employee who is on intensive evaluation assistance shall not be eligible for transfer nor shall they be compelled to transfer.

A written decision of denial on an application for voluntary transfer, stating the reason or reasons, shall be provided by the Employer within six (6) working days of the Employer's final action. Reasons for the denial shall not be arbitrary, capricious, or without basis in fact. During the pendency of the bidding procedure, the Employer may temporarily assign the duties of the vacant position to a Certified employee to assure the efficient delivery of services.

E. Involuntary Transfer: A permanent involuntary transfer, for purposes of this Section, is defined as a change in regional office for a period exceeding thirty (30) working days. At least forty-five (45) calendar days before any involuntary transfer, a personal conference shall be held between the Employer and the Certified employee to be transferred. Within ten (10) working days following the conference, notice of an involuntary transfer and the reason(s) for the transfer shall be given in writing to the Certified employee to be transferred and to the Association and shall not be arbitrary, capricious or without basis in fact.

A regular full-time Certified employee with two or more years of seniority as determined under Article VII of this Agreement involuntarily transferred from one regional office to another shall be reimbursed receipted moving expenses up to but not to exceed, five hundred dollars (\$500) for each involuntary transfer that necessitates a change in residence. Moving expenses as used herein are defined as expenses actually, reasonably and necessarily incurred by the Certified employee in transporting personal belongings and household furnishings in the process of relocation.

F. Change in Assignment. A change in assignment refers to a change in job classification or in building(s) or school district(s) served. This change in assignment does not require a change in movement from one regional office to another regional office. A change in assignment can be requested by the Certified employee or by the Employer. When the change in assignment involves a change in job classification, the employee must have appropriate licensure and must interview for the position along with other applicants. At least five (5) working days written notice will precede a change in assignment or building attendance center. During the summer recess period, such notice will be mailed to the employee's home. A conference will be held at the request of the Certified employee within 2 Agency workdays (during the school year) or within 5 Agency workdays (during summer recess) of receipt of the written notice. Changes in assignment or building attendance center shall not be arbitrary, capricious or without basis in fact.

G. Notification of Assignment. Certified employees shall be notified in writing by June 15 of tentative building/district/program assignments for the upcoming contract year. Such assignments may change and Certified employees will be notified of changes pursuant to Section F of this Article.

Article XVI

Insurance

A. The Employer shall pay the following insurance premiums for all full-time Professionals and for all regular part-time Professionals contracted to perform services a minimum of thirty (30) hours per week:

1. Life Insurance. The Employer shall pay for a \$50,000 Life Insurance policy for each of the above-named Professionals. In addition, the Employer will, upon request of the Professional and upon approval from the insurance carrier, deduct in regular amounts from the Professional's salary the premiums for supplemental \$50,000 Life Insurance.

2. Long Term Disability Insurance. The Employer shall pay the premiums for maintaining comparable Long Term Disability Insurance coverage in effect during the current contract year. This insurance pays 60 percent of the regular salary after a 60 calendar day waiting period to age 70 on a maximum of \$50,000 gross salary.

3. Preferred Provider Organization (PPO) Major Medical Insurance. The Employer shall pay the premiums for single and for dependent insurance coverage (unless the Professional opts out pursuant to Section C) for a Preferred Provider Organization (PPO) health (60793-116) plan and drug (64296-30) plan through the Iowa Schools Employee Benefits Association (ISEBA). The health plan has a \$100 deductible for single and a \$200 deductible for family with a \$10 doctor office call co-pay. The co-insurance is 90%/10% within the PPO network and has a \$500 out-of-pocket maximum for single and \$1,000 out-of-pocket maximum for family. The drug co-pay is \$5 for generic prescriptions and \$10 for brand name prescriptions with no out-of-pocket maximum.

4. Dental Insurance. The Employer shall arrange, through an insurance carrier of its choosing, to pay the premiums for maintaining dental insurance for Professionals. Subject to availability based upon the insurance carrier's participation requirement, the Employer will make family dental coverage available to Professionals. Professionals shall pay the premiums for such family dental coverage.

B. For employees who were employed by the Agency during the 2003/04 school year, the Employer shall pay the following insurance premiums for all regular part-time Professionals contracted to perform services a minimum of twenty (20) hours per week but less than thirty (30) hours per week. For Professionals who are employed on July 1, 2004 or thereafter, the Employer shall pay the following insurance premiums for all regular part-time Professionals contracted to perform services a minimum of twenty-four (24) hours per week but less than thirty (30) hours per week:

1. Life Insurance. The Employer shall pay one-half (1/2) of the premiums for a \$50,000 Life Insurance policy for each of the above named Professionals and shall deduct in regular amounts from the Professional's salary, the remaining one-half (1/2) of the premiums. In addition, the Employer will, upon request from the Professional and upon approval from the insurance carrier, deduct in regular amounts from the Professional's salary the premiums for supplemental \$50,000 Life Insurance.

2. Long Term Disability Insurance. The Employer shall pay one-half (1/2) of the premiums for maintaining comparable Long Term Disability Insurance coverage in effect during the current contract year and shall deduct in regular amounts from the Professional's salary, the remaining one-half (1/2) of the premiums. This insurance pays 60 percent of the regular salary after a 60 calendar day waiting period to age 70 on a maximum of \$50,000 gross salary.

3. Comprehensive Major Medical Insurance. The Employer shall pay the premium for single and one-half (1/2) the premium for dependent insurance coverage (unless the Professional opts out pursuant to Section C) for a Preferred Provider Organization (PPO) health (60793-116) plan and drug (64296-30) plan through the Iowa Schools Employee Benefits Association (ISEBA). The health plan has a \$100 deductible for single and a \$200 deductible for family with a \$10 doctor office call co-pay. The co-insurance is 90%/10% within the PPO network and has a \$500 out-of-pocket maximum for single and \$1,000 out-of-pocket maximum for family. The drug co-pay is \$5 for generic prescriptions and \$10 for brand name prescriptions with no out-of-pocket maximum.

4. Dental Insurance. The Employer shall arrange, through an insurance carrier of its choosing, to pay the premiums for maintaining dental insurance for Professionals. Subject to availability based upon the insurance carrier's participation requirement, the Employer will make family dental coverage available to Professionals. Professionals shall pay the premiums for such family dental Coverage.

C. Opt Out. Professionals may elect to receive in additional salary or to have placed in an approved Tax Sheltered Annuity, the sum the Employer would pay towards dependent Major Medical Insurance coverage up to a maximum

of \$2,928.48. Regular part-time Professionals as defined in this Article, Part B, will receive opt out on a prorated basis based on number of hours worked. New Professionals must notify the Employer in writing at the time he/she signs his/her individual contract. Professionals may change their election up to three (3) times yearly, effective September 1, January 1, and/or March 1. No Professional may opt out of the single Major Medical Insurance coverage.

D. Coverage.

1. For continuing contract persons, the above mentioned insurance coverage shall be in effect from the first day of their individual contract and shall run for 12 months.

2. New Professionals shall be covered as of the day they begin service with the Loess Hills Area Education Agency (AEA 13).

E. Section 125. The employer will make available to professionals a Section 125 Flexible Benefit Plan.

F. Descriptions. The Board shall make available to each employee within 60 days of the commencement of the contract year a description of all insurance coverage provided by the Agency.

Article XVII

Salaries

A. Schedule. The salary of each Professional covered by this Agreement is set forth in the appropriate Schedule which is attached hereto and made a part hereof.

B. Placement on Salary Schedule.

1. **Credit for Prior Experience.** Professionals beginning services after the effective date of this Agreement may be given full credit up to the maximum step on the salary schedule for previous experience at a duly accredited institution as determined by the Employer. In order to qualify for a year's credit on the salary schedule, the Professional must have performed services a minimum of one hundred forty-two (142) working days in each contract year.

2. **Credit for Education.** Professionals beginning services after the effective date of this Agreement shall be placed on the educational lane in accordance with the highest degree earned in their area of assignment. For the purpose of this contract a Master's degree shall be considered to be thirty (30) hours. All qualified hours in excess of thirty will count toward lane advancement. Effective July 1, 1987, the Agency will place a Master's degree which requires forty-five (45) hours on the M.A. + 15 lane and a Master's degree which requires sixty (60) hours on the M.A. + 30 lane. An employee who was hired at the Agency and did not receive such placement will be moved to the appropriate lane effective July 1, 1987. To receive this placement the employee must verify hours with the personnel department.

Any hours of graduate course work earned subsequent to the earning of their last degree shall be applied at the discretion of the Employer.

3. An Occupational Therapist or Physical Therapist with a B.A. or M.A. degree will be placed on the M.A. Lane unless they have sufficient graduate credit to be placed on a higher lane. Step placement will be determined based on Article XVII (B1).

4. **Continuing Professionals.** Professionals performing services prior to the effective date of this Agreement shall be placed on the educational lane in effect for the current contract year unless they meet the conditions for advancement under Section (C) (2) of this Article.

5. **Non-Unit Employees returning to a professional position** may count all years of experience as a Professional and Non-Unit Employee with AEA 13 for purposes of placement on the salary schedule.

C. Advancement on the Salary Schedule.

1. Increments.

a. Full-Time Professionals. After the initial placement on the vertical step of the salary schedule, full-time Professionals shall be granted one (1) vertical step on the schedule for each year of service with the Employer until the maximum number of increments of the respective educational lane is reached. Full-time Professionals shall be credited with one (1) full year of experience on the salary schedule if the Professional was contracted to perform services a minimum of one hundred forty-two (142) days during the contract year.

b. Regular Part-Time Professionals. After the initial placement on the vertical step of the salary schedule, regular part-time Professionals who are contracted for a minimum of thirty (30) hours of service per week shall be granted one (1) vertical step on the schedule for every year of service with the Employer until the maximum number of increments of the respective educational lane is reached. After the initial placement on the vertical step of the salary schedule, regular part-time Professionals who are contracted for at least twenty (20) hours, but less than thirty (30) hours per week shall be granted one (1) vertical step on the schedule for every two (2) years of service with the Employer until the maximum number of increments of the respective educational lane is reached. A year of service with the Employer shall be a full contract year.

c. Holding on Step. Professionals may be held on step for proper cause.

2. Educational Lanes. Professionals desiring reclassification on the salary schedule shall take graduate course work at an accredited college or university. To count for reclassification, the course work shall be in the Professional's area of assignment. All courses taken to meet this provision shall be approved in advance by the Employer. A Professional desiring to move horizontally on the salary schedule must complete the course work by September 15 and must notify the Employer in writing by October 1. The pay adjustment for work completed by September 15 shall be effective upon the Employer's receipt of a valid transcript of completed approved graduate course work.

Effective July 1, 1984 course work outside of a Professional's area of assignment but related to Agency services may be approved on an individual basis for reclassification on the salary schedule, at the sole discretion of the Employer. A Professional who is seeking credit for such work must comply with the procedures as outlined for course work in the Professional's area of assignment as outlined in this section.

Professionals on the salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane.

D. Extended Contracts. Professionals employed for periods of time beyond their regular contract shall have their salary for the additional days computed on a per diem basis according to the current contract.

E. A professional who is designated to a lead position by the administration shall be paid his/her per diem rate for such duties.

F. Any monies received by the Agency under Phase II of the proposed aid to improve teacher salaries will be distributed through the salary schedule. If such monies cease to exist, those monies will be backed out of the salary schedule.

G. Method of Payment. Professionals will receive their checks at their regular office, their home, or other designated address, or by direct deposit where feasible.

Article XVIII

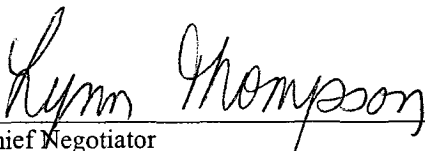
Compliance Clauses and Duration

A. Separability. In the event that any provision of this Agreement shall become void or illegal during the term of this Agreement, such provision shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

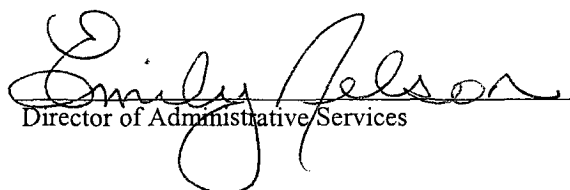
B. Duration Period. This Agreement shall be effective as of July 1, 2006, and shall continue in effect until midnight on June 30, 2007. All dates in the contract will be updated in a manner consistent with the spirit of the existing language. This Agreement shall automatically continue in force and effect for equivalent periods of time except as it may be amended, modified, or substituted for during negotiations for a successor contract.

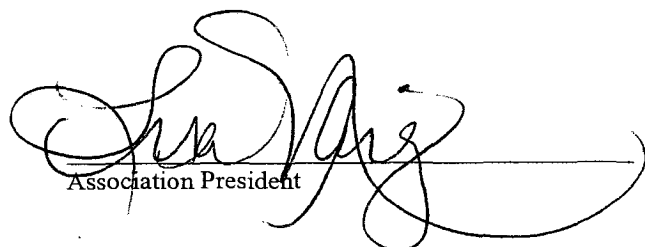
Dated this 1st day of May, 2006

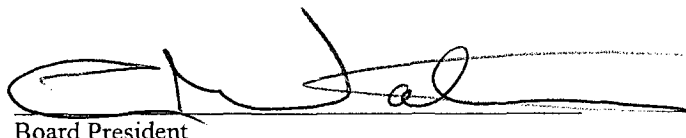
Area Education Agency 13
Education Association


Chief Negotiator

Loess Hills Area Education
Agency (AEA 13)


Director of Administrative Services


Association President


Board President

Schedule A

Salary Schedule 2006-2007 (190 days) Generator Base \$25,425

| Step | <u>B.A.</u> | <u>B.A.</u> | <u>M.A.</u> | <u>M.A.</u> | <u>M.A.</u> | <u>SP</u> | <u>DOC</u> |
|------|-------------|-------------|-------------|-------------|-------------|-----------|------------|
| | | <u>+15</u> | | <u>+15</u> | <u>+30</u> | | |
| | 1.08 | 1.13 | 1.23 | 1.28 | 1.33 | 1.38 | 1.43 |
| 0 | 27,459 | 28,730 | 31,273 | 32,544 | 33,815 | 35,087 | 36,358 |
| | 1.08 | 1.13 | 1.23 | 1.28 | 1.33 | 1.38 | 1.43 |
| 1 | 27,459 | 28,730 | 31,273 | 32,544 | 33,815 | 35,087 | 36,358 |
| | 1.08 | 1.13 | 1.23 | 1.28 | 1.33 | 1.38 | 1.43 |
| 2 | 27,459 | 28,730 | 31,273 | 32,544 | 33,815 | 35,087 | 36,358 |
| | 1.12 | 1.17 | 1.27 | 1.32 | 1.37 | 1.42 | 1.47 |
| 3 | 28,476 | 29,747 | 32,290 | 33,561 | 34,832 | 36,104 | 37,375 |
| | 1.16 | 1.21 | 1.31 | 1.36 | 1.41 | 1.46 | 1.51 |
| 4 | 29,493 | 30,764 | 33,307 | 34,578 | 35,849 | 37,121 | 38,392 |
| | 1.20 | 1.25 | 1.35 | 1.40 | 1.45 | 1.50 | 1.55 |
| 5 | 30,510 | 31,781 | 34,324 | 35,595 | 36,866 | 38,138 | 39,409 |
| | 1.24 | 1.29 | 1.39 | 1.44 | 1.49 | 1.54 | 1.59 |
| 6 | 31,527 | 32,798 | 35,341 | 36,612 | 37,883 | 39,155 | 40,426 |
| | 1.28 | 1.33 | 1.43 | 1.48 | 1.53 | 1.58 | 1.63 |
| 7 | 32,544 | 33,815 | 36,358 | 37,629 | 38,900 | 40,172 | 41,443 |
| | 1.32 | 1.37 | 1.47 | 1.52 | 1.57 | 1.62 | 1.67 |
| 8 | 33,561 | 34,832 | 37,375 | 38,646 | 39,917 | 41,189 | 42,460 |
| | 1.36 | 1.41 | 1.51 | 1.56 | 1.61 | 1.66 | 1.71 |
| 9 | 34,578 | 35,849 | 38,392 | 39,663 | 40,934 | 42,206 | 43,477 |
| | 1.40 | 1.45 | 1.55 | 1.60 | 1.65 | 1.70 | 1.75 |
| 10 | 35,595 | 36,866 | 39,409 | 40,680 | 41,951 | 43,223 | 44,494 |
| | | | 1.59 | 1.64 | 1.69 | 1.74 | 1.79 |
| 11 | | | 40,426 | 41,697 | 42,968 | 44,240 | 45,511 |
| | | | 1.63 | 1.68 | 1.73 | 1.78 | 1.83 |
| 12 | | | 41,443 | 42,714 | 43,985 | 45,257 | 46,528 |
| | | | 1.67 | 1.72 | 1.77 | 1.82 | 1.87 |
| 13 | | | 42,460 | 43,731 | 45,002 | 46,274 | 47,545 |
| | | | 1.71 | 1.76 | 1.81 | 1.86 | 1.91 |
| 14 | | | 43,477 | 44,748 | 46,019 | 47,291 | 48,562 |
| | | | 1.75 | 1.80 | 1.85 | 1.90 | 1.95 |
| 15 | | | 44,494 | 45,765 | 47,036 | 48,308 | 49,579 |
| | | | 1.79 | 1.84 | 1.89 | 1.94 | 1.99 |
| 16 | | | 45,511 | 46,782 | 48,053 | 49,325 | 50,596 |
| | | | 1.83 | 1.88 | 1.93 | 1.98 | 2.03 |
| 17 | | | 46,528 | 47,799 | 49,070 | 50,342 | 51,613 |
| | | | 1.87 | 1.92 | 1.97 | 2.02 | 2.07 |
| 18 | | | 47,545 | 48,816 | 50,087 | 51,359 | 52,630 |

Any full-time Professional, who in 2005/2006 was at the maximum number of increments with respect to an educational lane, and remains at a maximum number of increments in an educational lane for the 2006/2007 school year, will receive the additional sum of 6% of the MA lane base salary (\$1,876 for 2006/2007) as a career increment to be added to the 2006/2007 salary of the Professional as calculated from the salary schedule above.

Phase II has been incorporated into the Salary Schedule beginning with the 1998/99 school year.

Individuals hired with zero, one, or two years experience will be placed on Step 2 of the salary schedule.

Individuals with zero, one, or two years experience who are placed at Step 2 upon their initial hire shall move to Step 3 on the salary schedule after one year of experience and shall thereafter advance one step on the salary schedule for each year of experience with the agency in accordance with Article XVII (C 1.) Advancement on the Salary Schedule.